

**TOWN OF ENFIELD, CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ&P)**

**ON-CALL CONSULTING AND ENGINEERING SERVICES**

March 12, 2016

Sealed responses to the RFQ&P named above will be received at the Office of the Director of Finance until 11:00 a.m., Wednesday, April 6, 2016. Thereafter, the names of those submitting qualifications and proposals will be read aloud.

The RFQ&P documents will be available from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

The Town of Enfield reserves the right to accept or reject any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town.

John Wilcox  
Acting Director of Finance  
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT  
STANDARD INSTRUCTIONS**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ&P)**

**ON-CALL CONSULTING and ENGINEERING SERVICES**

March 12, 2016

1. INTRODUCTION

THE TOWN OF ENFIELD is requesting responses from qualified firms (including individuals) interested in providing certain consulting and engineering services (hereinafter “Consultant” or “Firm”) for THE TOWN OF ENFIELD for the following categories of consulting and engineering services:

- General Engineering including Architectural, Mechanical, Electrical and Plumbing
- Solid Waste and Recycling Consulting and Engineering
- Environmental and Health & Safety Consulting and Engineering
- Highway, Roads and Transportation Consulting and Engineering

Consultants submitting responses may submit Proposals for any one, all or a combination of the above listed categories of services. At its sole discretion, THE TOWN OF ENFIELD may choose one or more separate Consultants to provide services for each of the categories.

From time to time, THE TOWN OF ENFIELD requires the services of consulting and engineering firms (including individuals). The purpose of this RFQ&P is to identify consulting and engineering firms that would be qualified to work for THE TOWN OF ENFIELD. THE TOWN OF ENFIELD intends, but does not guarantee, to enter into contracts with one or more Consultants. When THE TOWN OF ENFIELD has work that needs to be done, THE TOWN OF ENFIELD will select from among those Consultants with which it has entered into a contract for the applicable category of service listed above.

2. KEY EVENT DATES

Advertisement of RFQ&P	March 12, 2016
Public Opening of Responses	11:00 a.m., Wednesday, April 6, 2016
Contract Awarded (Not Definite)	May 27, 2016

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

### 3. OBTAINING RFQ&P DOCUMENTS

Specifications and RFQ&P documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

### 4. RFQ&P RESPONSE SUBMISSION INSTRUCTIONS

- A. One (1) original and four (4) copies of all responses must be submitted in a sealed envelope clearly marked "On-Call Consulting and Engineering Services". **Separate responses, limited to thirty pages for each service category, must be submitted and clearly marked for each category of service for which the Consultant wishes to be considered.** Consultants are invited to submit one general package on qualifications and firm background in addition to the separate responses to each service category. If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Responses must be at the office of the Director of Finance by the time of the Public Opening of Responses date noticed in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first response is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Response Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the response.
- D. Responses are considered valid for ninety (90) days after response(s) are opened. Consultants submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.
- E. Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the response form, or written on the response form.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

### 5. COST OF RFQ&P DOCUMENTS

If any part of the RFQ&P documents, including the specifications and plans, are provided on paper 18" X 24" or larger, there is a one hundred (\$100) dollar conditional refundable deposit required for each set of documents. Each Consultant may obtain no more than two (2) sets of documents. Upon returning the documents in good condition prior to ten (10) calendar days after the contract is awarded, the deposit will be fully refunded. There will be no refund for documents returned subsequent to ten (10) calendar days after the contract is awarded.

### 6. PRESUMPTION OF CONSULTANT BEING FULLY INFORMED

At the time the first response is opened, each Consultant is presumed to have read and be thoroughly familiar with all RFQ&P and contract documents herein. Failure or omission of the Consultant to receive or examine any information shall in no way relieve any Consultant from obligations with respect to their response.

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFQ&P if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, <http://www.enfield-ct.gov/Bids.aspx>. Each respondent is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ&P as modified by the addenda.

### 7. INTERPRETATION OF ACCEPTABLE WORK

The specifications, response and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

### 8. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.

### 9. INSURANCE

The firm awarded this contract must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, minimum of \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence
- C. Professional liability Insurance, minimum of \$1,000,000 per claim/\$1,000,000 annual aggregate, when professional services are being provided
- D. Owner's, Contractors Protective Liability (OCP) \$1,000,000 per occurrence, when required by the Town of Enfield

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

- E. Excess Liability Umbrella over sections 9A – 9D with minimum limits \$1,000,000 per occurrence and \$1,000,000 general aggregate. The Town of Enfield reserves the right to request additional coverage contingent upon the scope of the engineering service required.
  - F. Worker's Compensation, as required by Connecticut State statute
  - G. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability using forms CG2033 and CG2037 or similar forms and auto liability coverage.
  - H. All insurance policies to include a waiver of subrogation in favor of the Town of Enfield except for claims, injuries, and loss arising out of the negligence of the Town, its employees or agents.
  - I. All insurance policies to provide coverage on a primary & non-contributory basis.
  - J. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
  - K. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".
10. INDEMNIFICATION AND HOLD HARMLESS  
The Consultant shall defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of services hereunder, except for injuries and damages caused by the sole negligence of the Town.
11. PERMITS  
The Consultant is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees. The Town will waive all Town of Enfield fees for building permits and inspections.
12. FAIR EMPLOYMENT PRACTICES  
The Consultant agrees not to discriminate against any employee or applicant for employment in the performance of this RFQ&P's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal law.
13. TERMS AND CONDITIONS OF CONTRACT  
The terms, conditions, and requirements of the contract for on-call consulting and engineering services are detailed in the attached specimen contract.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

### 14. AWARDING THE CONTRACT

The Town of Enfield reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town.

It is the Town's policy to not award to those who owe Town of Enfield prior year(s) property taxes.

The "Contract Awarded" date in section 2. entitled Key Event Dates is the date the contract is anticipated to be awarded. It is not a date certain.

The lowest priced response is NOT the sole determining factor when making awards.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

## **RFQ&P FOR ON-CALL CONSULTING AND ENGINEERING SERVICES**

### **GENERAL INSTRUCTIONS**

#### **INSTRUCTIONS FOR CONSULTANTS SUBMITTING RESPONSES**

The services to be performed under the Contract are more particularly described in **Exhibit A** attached hereto. Requirements as to how the services are to be performed are set forth in the Sample Contract, **Exhibit B**, attached hereto. There are four Categories of Services:

- a) General Engineering Services including Architectural, Mechanical, Electrical and Plumbing;
- b) Solid Waste and Recycling Consulting and Engineering Services;
- c) Environmental and Health & Safety Consulting and Engineering Services;
- d) Highway, Roads and Transportation Consulting and Engineering

THE TOWN OF ENFIELD will assume that a Consultant responding to this RFQ&P is willing to perform only the Categories of Services that are selected by the firm on RESPONSE FORM #2.

Requests For Services for specific work to be performed during the term of the Contract will be solicited, at THE TOWN OF ENFIELD's discretion, from the Consultants with which THE TOWN OF ENFIELD has entered into Contracts pursuant to this RFQ&P.

THE TOWN OF ENFIELD does not set a limit on the number of contracts that will be awarded in any particular Category of Services. THE TOWN OF ENFIELD selects the firms that it has determined, based on the responses submitted hereto, are well qualified to provide the types of services specified for each Category of Services and with whom THE TOWN OF ENFIELD has determined it would be in THE TOWN OF ENFIELD's best interest to have available to do particular work in the Category when and if a need for such work arises.

THE TOWN OF ENFIELD does not guarantee any work to any Consultant with which it enters into a contract pursuant to this RFQ&P.

The term of the Contract shall be from July 1, 2016 to June 30, 2017. This Contract may be renewed at the option of the Town, upon thirty (30) days prior written notice to the Consultant, for two one-year renewal terms. This Contract, including the renewal terms, shall not exceed thirty-six (36) months.

## GENERAL INSTRUCTIONS TO PROPOSERS (continued)

### **JOINT RESPONSES/SUBCONSULTANTS**

No joint responses shall be accepted. THE TOWN OF ENFIELD uses the RFQ&P process to identify and contract with firms that have expertise in particular areas (i.e., Categories of Services). However, THE TOWN OF ENFIELD recognizes that Consultants with which it has contracts may need to employ subconsultants for particular types of work for which the Consultant has entered into a specific Request for Services (“RFS”). THE TOWN OF ENFIELD uses the RFS process to review and approve subconsultants. If there are subconsultants that a Consultant would use for specific aspects of a Category of Services for which it wishes to be considered, the Consultant should identify and disclose those subconsultants in its response. However, selection of a Consultant does not in any way indicate THE TOWN OF ENFIELD’s approval of the use of any of the subconsultants identified and disclosed in the response.

### **EVALUATION AND SELECTION CRITERIA**

THE TOWN OF ENFIELD does not require a Consultant it selects for a particular Category of Services to have expertise in all of the areas specified in the Scope of Services for that Category of Services. THE TOWN OF ENFIELD may select a Consultant pursuant to this RFQ&P based upon its expertise in one of the subcategories of services specified for that Category of Services in the Scope of Services.

THE TOWN OF ENFIELD will base its evaluation of responses on the following criteria, which are not necessarily in order of importance:

- (a.) The Consultant’s understanding of the work as evidenced by the quality of the response submitted.
- (b.) The background and experience of the Consultant in providing the municipal engineering services requested and past successful history of assignments on an as-needed basis.
- (c.) The demonstrated effectiveness of the Consultant’s proposed service delivery system to ensure quality service and timely completion of services in an efficient manner.



## GENERAL INSTRUCTIONS TO PROPOSERS (continued)

- (d.) The background, education, qualifications and relevant experience of key personnel to be assigned to this contract, especially those of the day-to-day project manager, and the engineers, surveyors, construction inspectors and other staff that would work with the Town on a regular basis. Also, the qualifications of any subconsultants or subcontractors the Consultant intends to use in the performance of this contract.
- (e.) The appropriate licenses, such as Professional Engineer in the State of Connecticut, held by Consultant's staff and subconsultants and subcontractors.
- (f.) References attesting to the quality of similar services performed.
- (g.) Competitiveness of proposed fees and costs, although the Town is not bound to select the Consultant(s) who proposes the lowest fees and costs. The Town reserves the right to negotiate fees with the selected Consultant(s).
- (h.) Any other factor or criterion that THE TOWN OF ENFIELD, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.
- (i.) Consultant's willingness to execute the contract as provided.

## **SELECTION PROCEDURES**

- (a.) The Town reserves the right to reject any or all responses, to accept any response, to negotiate changes to response terms, and to waive minor inconsistencies with the RFQ&P, if deemed in the best interest of the Town.
- (b.) Responses submitted in response to this RFQ&P will be reviewed against the Selection Criteria listed above.
- (c.) A Selection Committee may assist the Town in choosing a Consultant(s) to provide the requested services.
- (d.) Consultants submitting the most responsive responses may be invited to an interview with a Selection Committee.
- (e.) The Town intends to enter into contracts with the Consultant(s) whose responses are determined to best meet the needs of the Town.

## **END OF GENERAL INSTRUCTIONS TO PROPOSERS**

**TOWN OF ENFIELD, CONNECTICUT  
RESPONSE FORM**

**ON-CALL CONSULTING and ENGINEERING SERVICES**

**RESPONSE FORM #1 REQUIRED RESPONSE**

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this response is submitted without collusion and all responses are true and accurate. If selected to perform services(s) hereunder, it is agreed this forms a contractual obligation to provide such services at fees specified in Response Form #3, subject to and in accordance with all instructions, responses and contract documents, including any addenda, which are all made part of this response.

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Signature of Authorized Person

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Date

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Printed Name of Authorized Person

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Company Title of Authorized Person

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Name of Company

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Address of Company

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Address of Company

---

City, State, and Zip Code

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Telephone Number

---

Facsimile Number

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e-mail address

**END OF RESPONSE FORM #1**

**TOWN OF ENFIELD, CONNECTICUT  
RESPONSE FORM**

**ON-CALL CONSULTING and ENGINEERING SERVICES**

**RESPONSE FORM #2 REQUIRED RESPONSE**

**Name of CONSULTANT:** \_\_\_\_\_

**CATEGORY(S) OF SERVICES FOR WHICH RESPONSE IS SUBMITTED**

In the table below, place a check mark in the box for the Category of Services for which the Consultant wishes to be considered. The Scope of Services for each Category is described in Exhibit A herein and should be consulted before checking the box for any Category of Services. Consultant should provide information for the Category of Services checked per the General Instructions, Evaluation and Selection Criteria (pages 7-8).

- ☐ **General Engineering Services including Architectural, Mechanical, Electrical and Plumbing**
- ☐ **Solid Waste and Recycling Consulting and Engineering Services**
- ☐ **Environmental and Health & Safety Consulting and Engineering Services**
- ☐ **Highway, Roads and Transportation Consulting and Engineering Services**

**END OF RESPONSE FORM #2**

**TOWN OF ENFIELD, CONNECTICUT  
RESPONSE FORM**

**ON-CALL CONSULTING and ENGINEERING SERVICES**

**RESPONSE FORM #3 REQUIRED RESPONSE**

**Name of Consultant:** \_\_\_\_\_

**PAYMENT RATE SCHEDULE FORM**

Each Consultant that submits a response must submit the information requested on the forms on the following pages.

**1. Billing Rates**

In the Billing Rates Table on the next page, the Consultant must list staff level, name, title and hourly billing rate for each professional who would be assigned initially to work with THE TOWN OF ENFIELD. Only the professionals listed here will be authorized to work on THE TOWN OF ENFIELD matters unless other professionals are specifically authorized by THE TOWN OF ENFIELD via revised schedules approved by the Director of Public Works. If the Consultant has discounted rates for government entities, such as THE TOWN OF ENFIELD, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to THE TOWN OF ENFIELD.

In the "Staff Level" column, Consultant should indicate the pay grade of the individual listed in that column under the pay grade system used by the Consultant.

**2. Ancillary Services Rates**

In the Ancillary Services Rates Table, the Consultant must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Mileage;
- Any other services for which the consultant routinely bills

**3. Separate Sheets Must Be Submitted for Each Category of Service Selected in Response Form #2. If, for example, Consultant checks two (2) boxes on Form #2, then Consultant must provide two (2) Billing Rates Tables and two (2) Ancillary Services Rates Tables. One Billing Rate Table and One Ancillary Rate Table must be provided for Each Category of Service Selected in Response Form #2.**

## RESPONSE FORM #3 REQUIRED RESPONSE

**Name of CONSULTANT:** \_\_\_\_\_

## On-Call Consulting and Engineering Services

## BILLING RATES TABLE

**(Provide Billing Rates Below)**

**(Use Additional Sheets If Necessary)**

**Billing Rates Apply to Following Category of Service:**

- General Engineering Services including Architectural, Mechanical, Electrical and Plumbing
- Solid Waste and Recycling Consulting and Engineering Services
- Environmental and Health & Safety Consulting and Engineering Services
- Highway, Roads and Transportation Consulting and Engineering Services

**Separate Sheet Must Be Submitted for Each Category of Service  
Submit Rates Only For Those Services Selected in Response Form #2**

[illegible]

**On-Call Consulting and Engineering Services  
RESPONSE FORM #3 REQUIRED RESPONSE**

**Name of CONSULTANT:** \_\_\_\_\_

**ANCILLARY SERVICES RATES TABLE  
(Provide Rates Below)  
(Use Additional Sheets If Necessary)**

**Ancillary Services Rates Apply to Following Category of Service:**

- ☐ General Engineering Services including Architectural, Mechanical, Electrical and Plumbing
- ☐ Solid Waste and Recycling Consulting and Engineering Services
- ☐ Environmental and Health & Safety Consulting and Engineering Services
- ☐ Highway, Roads and Transportation Consulting and Engineering Services

**Separate Sheet Must Be Submitted for Each Category of Service  
Submit Rates Only For Those Services Selected in Response Form #2**

<u>Ancillary Service</u>	<b>Rates</b>		
	Year One (7/1/16- 6/30/17)	Year Two (7/1/17- 6/30/18)	Year Three (7/1/18- 6/30/19)
Travel in Consultant-Owned Vehicle (Per Mile)			
Any Other Service(s) For Which You Routinely Bill (List Below)			

**END OF RESPONSE FORM #3**

**RESPONSE FORM #4 REQUIRED RESPONSE**

☐ Consultant agrees to execute the Sample Contract (Exhibit B), or

☐ Consultant takes the following exceptions to the Sample Contract (Exhibit B):

[illegible]

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**EXHIBIT A**  
**TOWN OF ENFIELD, CONNECTICUT**  
**ON-CALL CONSULTING and ENGINEERING SERVICES**  
**SCOPE OF SERVICES**

The following are the Categories of Services:

**1. General Engineering Services including Architectural, Mechanical, Electrical and Plumbing**

The following are examples of the types of work included under the General Engineering Services Category:

- a) Provide professional engineering and architectural services, including general civil, structural, geotechnical, mechanical, electrical and plumbing engineering and laboratory materials testing;
- b) Provide construction administration and inspection services, including analyzing construction plans and specifications, reviewing shop drawings, monitoring of ongoing construction activities, certifying completion of construction milestones and reviewing change orders and contractor's invoices;
- c) Prepare feasibility studies and designs related to building and equipment rehabilitation;
- d) Provide Special Inspection Services in conformance with The Connecticut Building Code;
- e) Provide expert testimony for litigation matters; and
- f) Provide public presentations.



EXHIBIT A (continued)

**2. Solid Waste and Recycling Consulting and Engineering Services**

The following are examples of the types of work included under the Solid Waste and Recycling Consulting and Engineering Services Category:

- a) Provide services related to the design, construction, and testing of recycling facilities and miscellaneous municipal solid waste facilities;
- b) Design and construct various process equipment systems (e.g., ferrous and nonferrous systems);
- c) Analyze marketing strategies for recyclables;
- d) Prepare recycling plans and assist in implementing such plans;
- e) Collection system analyses including routing studies and optimization
- f) Provide cost estimates, testing and studies of facility ancillary equipment;
- g) Review operation and maintenance plans;
- h) Provide mechanical and electrical contractor services pertaining to municipal solid waste and municipal solid waste recycling facilities;
- i) Prepare Health and Safety Plans pertaining to municipal solid waste and recycling facilities;
- j) Conduct facility efficiency studies;
- k) Negotiate technical issues with the vendors;
- l) Provide certifications of compliance with technical specifications and acceptance testing of recycling projects;
- m) Solid waste management plans and feasibility studies;
- n) Strategic planning/future options identification.
- o) Prepare technical reports;
- p) Conduct feasibility studies;
- q) Provide public presentations; and
- r) Provide expert testimony.

EXHIBIT A (continued)

**3. Environmental and Health & Safety Consulting and Engineering Services**

The following are examples of the types of work included under the Environmental Consulting and Engineering Services Category:

- a) Prepare/analyze cost/benefit analyses of air and water pollution control methodologies;
- b) Prepare plans for hazardous material abatement including building demolition
- c) Conduct hazardous material surveys and inspections
- d) Conduct ambient air, process air emissions, groundwater and surface water modeling, testing and analysis
- e) Prepare Health and Safety Plans;
- f) Conduct indoor air surveys;
- g) Assist in compliance with environmental and safety laws, regulations, etc.
- h) Negotiate with regulatory agencies (federal, state and local);
- i) Assist in environmental permitting;
- j) Review and analyze regulations;
- k) Conduct environmental audits;
- l) Conduct environmental site assessments;
- m) Conduct noise and odor analyses and abatement;
- n) Prepare ecological risk assessments;
- o) Assist in the development of Environmental Management Systems;
- p) Assist in environmental reporting (e.g., air emission statements, Toxics Release Inventory Reports, etc.);
- q) Provide landfill quality control and quality assurance inspection, testing and certification;
- r) Provide public presentations; and
- s) Provide expert testimony.

EXHIBIT A (continued)

**4. Highway, Roads and Transportation Consulting and Engineering Services**

The following are examples of the types of work included under the Highway, Roads and Transportation Consulting and Engineering Services Category:

- a) Provide services related to the design, cost estimating, permitting, and construction administration of roads, bridges, traffic signals and pedestrian and bicycle facilities;
- b) Provide services related to pavement design, asset management, evaluation, preservation, rehabilitation and reconstruction, including recycling of materials and quality assurance;
- c) Provide testing and analysis by an accredited laboratory for hot mix asphalt, liquid asphalt, Portland cement concrete and soils;
- d) Provide hot mix asphalt pavement inspection in accordance with the New England Transportation Certification Program;
- e) Provide surveying services related to the design of transportation facilities;
- f) Provide surveying services to produce as-built drawings, determine boundaries and utility locations, reset monuments, etc.
- g) Provide wetland delineation in accordance with U.S. Army Corps of Engineers and State of Connecticut requirements;
- h) Conduct traffic studies including data collection and capacity and queuing analysis;
- i) Provide construction administration and inspection services, including analyzing construction plans and specifications, reviewing shop drawings, monitoring of ongoing construction activities, certifying completion of construction milestones and reviewing change orders and contractor's invoices;
- j) Represent THE TOWN OF ENFIELD before the Department of Transportation and the Office of State Traffic Administration;
- k) Provide public presentations;
- l) Provide expert testimony.

# **SAMPLE**

## EXHIBIT B

### CONTRACT FOR ON-CALL CONSULTING & ENGINEERING SERVICES

by and between the

**Town of Enfield**

and

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This Contract is by and between the Town of Enfield, a municipal corporation having its territorial limits within the County of Hartford, and State of Connecticut, hereinafter referred to as the **Town**, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the **Consultant**.

WHEREAS, the Town is seeking on-call consulting and engineering firms to provide engineering and related professional services on an as-needed basis when projects cannot be completed by Town staff due to time, staff, or other resource constraints or when outside expertise is required, and

WHEREAS, the Consultant is qualified, ready, willing, and able to perform such services for an agreed upon compensation,

NOW, THEREFORE,

The Town and Consultant do mutually covenant and agree as follows:

#### 1. Scope of Services

##### 1.1 General

The Consultant agrees to provide, on an as-needed basis [some or all of the following will be included depending on the RFP process] , professional engineering, land surveying, planning, environmental science, architecture, construction inspection and other related professional services to assist the Town with the planning, design, and construction of various projects. Engineering services may include but not be limited to civil (including highway, water resources, sanitary, environmental, structural, and geotechnical), mechanical, and electrical engineering.

## **SAMPLE**

The Town has sole discretion to determine which projects, if any, will be assigned to the Consultant. The Town reserves the right to advertise for Requests for Proposals and/or Requests for Qualifications and to assign any project or work to other consultants, if deemed in the best interest of the Town. The Town is not obligated to accept any proposal submitted by the Consultant.

All work under this Contract shall be performed by, or under the supervision of professional engineers, land surveyors, architects, and other professionals, as appropriate who are licensed in the State of Connecticut. All work shall be performed in accordance with all applicable rules, regulations and laws of the United States, the State of Connecticut, and the Town of Enfield.

The Consultant shall begin work on assigned projects within five (5) days of notification to proceed with a particular project. The Consultant shall provide specifications and reports in Microsoft Word and Excel format, and drawings in the most current AutoCAD format and GIS data in ESRI geodatabase, coverage or shape file format, with locations in NAD83 and elevations in NAVD88.

The Town reserves the right to approve the qualifications of proposed subconsultants and subcontractors as well as of Consultant's staff proposed to be assigned to each project. In the event that the Town determines that the proposed staff subconsultant, or subcontractor is unqualified or that their performance during the project is unsatisfactory, upon notice, the Consultant shall assign staff or engage subconsultants or subcontractors acceptable to the Town.

The following is a summary of potential services that the Consultant may be required to provide. The Consultant will be required to complete all responsibilities associated with the assigned project so that the goals and objectives of the Town can be achieved.

### **1.2 Engineering Reports**

Specific reports, analysis, investigations, and/or studies may be required prior to the undertaking of a project. These reports may include, without limitation, feasibility investigations, environmental assessments and environmental impact statements, cost studies, economic comparisons, traffic analysis and reports, sewer studies, drainage studies, geotechnical reports, and life-cycle analysis. Such studies or reports are to be comprehensive and include all significant historical and background information. They shall contain problem statements and detailed analysis.

They must also contain conclusions and/or recommendations along with all supporting information, test reports, graphs, charts, figures, computations, and observations. They are to

## **SAMPLE**

be neatly bound, use standard engineering notation, be appropriately entitled, and be stamped by a professional engineer licensed in the State of Connecticut.

### **1.3 Planning Studies**

These services include, without limitation, developing master plans for long-range capital improvement programs, preparation of land development plans, and investigation of existing conditions and developing projections of future conditions.

### **1.4 Design**

These services may include, without limitation, meetings and conferences to discuss goals and requirements with Town and other regulatory agencies and with utilities, procuring necessary field data, surveys or recorded data, preparation of preliminary studies, designs, computations, preparing preliminary layouts, sketches, drawings, specifications, outlines, reports and estimates.

All plans and contract documents will be submitted to the Town for review and comment. The contract documents will incorporate all pertinent Town standard contract sections, specifications, and details.

Other design services provided may include, without limitation, detailed conferences with Town or other regulatory agencies and with utilities to discuss specific matters, shop drawing and submittal review, procuring comprehensive field information such as aerial photogrammetry, topographic and engineering surveys, traffic and soil studies, preparing permit applications, maps, deeds, and easements required by local, state, or federal agencies, preparing final estimates, schedules, and specified numbers of contract documents for review and bidding.

### **1.5 Construction Inspection**

These services shall include, without limitation, providing qualified, competent, engineers and/or NICET certified construction inspectors to monitor and inspect work to insure compliance with drawings and specifications. Inspectors shall have prior experience and understanding of the practices and principles required for the project. A thorough understanding and comprehension of specifications and drawings will be mandatory.

Daily logs will be kept by the inspectors that will briefly summarize the day's activities. The inspectors will be responsible for advising the construction contractor to maintain a safe working environment in accordance with OSHA requirements. Proper traffic control and detouring and pedestrian safety will be coordinated by the inspectors. Inspectors will hold a semi-final inspection. A review of the project will be performed by the Town and a punch list of items to be corrected will be developed by the inspectors.

### **1.6 Testing**

These services include, without limitation, performing on-site or laboratory tests

## **SAMPLE**

and studies on construction methods or materials employed in the work. Tests may include soil classification and gradation, proctor and field nuclear density, air entrainment, slump, and concrete cylinder compressive strength testing. All testing is to be done by a qualified individual who is certified to conduct these tests. All testing is to be performed in accordance with the prescribed Connecticut Department of Transportation, American Society for Testing and Materials, and American Association of State Highway and Transportation Officials requirements, and are to be fully documented.

Additional testing services may include sampling and laboratory analysis of soil, water, air, mold, asbestos and lead samples.

### **1.7 Surveying**

Surveying services may include global positioning system (GPS) location of drainage structures and other infrastructure assets, property boundary mapping, and street line determination and location.

Surveying services may also include topographic, subdivision, easement, and hydrographic survey services. In addition, services may be required for the preparation of land descriptions, “as-built” surveys, and other related documents.

Construction survey services may include, without limitation, providing grade stakes, offset lines, base lines, ties, bench marks and any additional survey data required to complete the proposed project. The Consultant may be required to field check completed work.

All survey work shall be certified by a Land Surveyor licensed in the State of Connecticut.

### **1.8 Construction Management**

These services include, without limitation, overseeing the Consultant’s construction inspection activities and monitoring and tracking the quality, progress, schedules, and financial activities of construction projects. The Consultant will review contractors’ requests for payment and recommend to the Town the amount of payment to be made. Resolution of construction contractor payment disputes relating to the construction contract will be coordinated by the Consultant with final approval of proposed resolutions to be made by the Town. The Consultant will act as the negotiating agent for the Town in determining reasonable and mutually agreeable prices between the Town and the construction contractor for any additional work. The Town will make the final approval for all additional work.

### **1.9 Status Reports**

These services include, without limitation, reporting formally to the Town on a monthly basis, when services are being provided under the Contract. A written

## **SAMPLE**

project management report will be submitted which will outline the activities completed and any variance(s) from planned activities for the previous month and planned activities for the upcoming month.

### **1.10 Project Coordination**

These services include, without limitation, coordinating the activities of Consultant's employees, subconsultants, and subcontractors, and in the case of Town construction projects, the construction contractor, surveyors, inspectors, utility companies and others to ensure conformance with the project schedules. Advance notification to utility companies shall be made in writing. The Consultant will hold a pre-construction meeting at least two weeks prior to the start of construction. The Consultant will prepare all written communication relative to the project, which will include requests for utility relocations and replies to questions from construction contractors, residents, and others.

### **1.11 Record Keeping**

These services shall include, without limitation, submitting copies of all project correspondence to the Town. In addition, the Consultant will maintain a duplicate set of files. Upon completion of the contract, the Consultant will provide the Town with all test reports, as-built plans, inspections, field notes, measurements, material slips, and any other copies of pertinent data regarding the contract. These records shall be bound in chronological order, or as otherwise specified by the Town.

### **1.12 Other Professional Services**

These services may include, without limitation: reviewing drawings and specifications; providing the services of subconsultants and subcontractors with specialized knowledge, equipment, or ability, as deemed necessary by the Town; assisting in the preparation for legal proceedings; appearances before Courts, Boards or Commissions, providing expert opinions or conclusions; performing investigations of technical matters; preparation of environmental permit applications; liaison functions; and clerical assistance. If necessary services are not available directly from the Consultant, the services may be provided by a subconsultant or subcontractor approved by the Town.

## **2. Technical Standards**

The Consultant shall perform all work in accordance with good engineering practice and all applicable local, state and federal industry standards.



# **SAMPLE**

## **3. Term of Contract**

The term of this Contract shall be from July 1, 2016 to June 30, 2017, inclusive. This Contract may be renewed at the option of the Town, upon thirty (30) days prior written notice to the Consultant, for two one-year renewal terms. This Contract, including the renewal terms, shall not exceed thirty-six (36) months.

## **4. Compensation**

Services shall be performed on a project by project basis, based upon a request by the Town for a proposal from the Consultant for each specific project. The Consultant shall then provide a detailed scope of services, schedule, proposed staffing plan, and a fee proposal for the specific project. The amount of compensation to be paid to the Consultant for work assigned will be negotiated on a per project basis, generally on a fixed fee basis, or, at the Town's option, the work may be performed in accordance with the attached standard hourly rate and reimbursable expense fee schedules.

### **4.1 Negotiated Fee**

The fee proposal shall include the lump sum cost to the Town of providing the proposed services, unless another cost basis is approved by the Town (e.g., unit cost). If applicable, the costs shall be listed for each task or phase. If requested by the Town, additional information such as the estimated number of man-hours of each position classification per task or phase shall be submitted. The fee proposal shall include an allowance for estimated reimbursable expenses for normal reimbursable out-of-pocket costs such as outside printing costs and approved subconsultant and subcontractor fees. All anticipated reimbursable expenses for each specific project shall be itemized in the fee proposal, with unit and estimated total costs listed for each expense. Reimbursement shall be for actual out-of-pocket costs including the services of subconsultants, and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges, mileage, and inside copying and printing.

### **4.2 Standard Hourly Rate & Reimbursable Expense Fee Schedules**

The Town, at its discretion, may require the work to be paid for under the attached Hourly Rate Fee Schedule, included in Appendix A, and the attached Reimbursable Expense Fee Schedule, included in Appendix B. The Town shall make the final determination as to the appropriate position classification and hourly rate to be applied to staff assigned to the project under the Hourly Rate Fee Schedule and the applicability of proposed costs under the Reimbursable Expense Fee Schedule. These hourly rates shall include all wages, fringe benefits, overhead, and profit, and, unless otherwise specified in the Reimbursable Expense Fee Schedule, shall include all materials, tools, and equipment necessary to complete the work of the position such as vehicles, surveying instruments, GPS receivers, office space, office furniture, office supplies, drafting equipment and supplies, computers and peripheral equipment, and computer software. Reimbursement shall be for actual out-of-pocket costs, and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges and inside copying and printing.

## **SAMPLE**

Once the scope of services, schedule, proposed staffing plan, and the proposed compensation have been accepted by the Town, the Town will authorize the Consultant to proceed with the work, which shall be performed in accordance with the accepted proposal and the terms and conditions of this Contract.

The Consultant shall prepare and submit invoices accompanied by such documentation as may be required by the Town. Payments will be made to the Consultant within 30 days of Town approval of each invoice. Payments are conditioned upon the satisfactory performance of all work. In the event that the Town determines the Consultant to be in nonconformance with the terms of this Contract or if in the Town's judgment the Consultant's work is not satisfactory, the Town may take corrective action, including, but not limited to, the following:

(1) Delay of payment

(2) Adjustment of payment

(3) Suspension or termination of this Contract

The Consultant agrees to meet with representatives of the Town, at no cost to the Town, to discuss billing issues as the Town deems necessary. Payments to the Consultant will be made on a periodic basis in accordance with the percentage of work actually completed.

Payments for each phase of the work within the project will be prorated based upon the amount of work actually completed within that phase. Except in the case of work which is performed on an hourly rate basis, the amount of the payment for a fixed fee task will not be based simply on the amount of hours expended by the Consultant on the task.

### **5. Management and Administration of the Contract**

The Town's designated Managing Authority for this Contract will be the Town Manager, or his authorized designee, who will have complete authority to act for and on behalf of the Town and control, supervise, and direct the Consultant's activities hereunder. The Managing Authority will make all arrangements for services by the Consultant. All proposals for work to be done under this Contract and any resulting expenditures must be approved by said Managing Authority before any work is initiated or any expenditure made. Services are to be provided by the Consultant, except where the use of specific subconsultants or subcontractors has been approved in writing by the Town for a particular project.

The Consultant's primary contact person will be \_\_\_\_\_, who will communicate and report directly to the Town's Managing Authority, be responsible for directing and coordinating the activities of the firm's personnel and approved subconsultants

## **SAMPLE**

and subcontractors, provide information for projects assigned under this Contract as may be required from time to time by the Town and shall be authorized to prepare and execute proposals, including scopes of services, fee proposals, proposed staffing plans, and schedules as requested by the Town under this Contract.

The Consultant and the Town shall work closely together in all aspects of this program, and each shall follow the reasonable suggestions of the other to improve the operation of the program.

### **6. Relationship Between the Parties**

It is mutually agreed that the Consultant, including its employees, is an independent contractor and not an officer, employee, or agent of the Town, and that this Contract is a contract for services and not a contract of employment, and that, as such, the Consultant and its employees shall not be entitled to any employment benefits from the Town such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Consultant's staff will be the responsibility of the Consultant.

In no event shall anything in this Contract be deemed to confer upon any person or entity agency status or third party beneficiary rights against the Town.

### **7. Indemnification and Hold Harmless Contract**

The Consultant shall at all times indemnify and save harmless the Town and its officers, agents, and employees on account of and from any and all claims, damages, losses, workers' compensation payments, judgments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been caused in whole or in part by the willful, wanton, or negligent acts or omissions of the Consultant, his employees, subconsultants, subcontractors, or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Consultant shall reimburse the Town for damage to property of the Town caused by the Consultant, or his employees, subconsultants, subcontractors, or materialmen.

### **8. Insurance**

The selected Consultant shall furnish a Certificate of Insurance evidencing the following insurance coverage in effect on or before the date of execution of this Contract. Insurance coverage shall remain in full force for the duration of the Contract term, including any extensions. Renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Failure to maintain insurance coverage as required and to name the Town as an Additional Insured will be grounds for termination of the Contract. The interest of the Town shall be included in all insurance policies required herein, except Workers' Compensation and Professional Liability, as Additional Insured as its interest may appear, which shall be noted on the Certificate of Insurance, and shall include, but not be limited to, investigation, defense, and payment of settlement or judgment. Such insurance must be written by

## **SAMPLE**

companies of recognized standing, qualified and licensed to engage in the insurance business in the State of Connecticut. All deductibles are the sole responsibility of the Consultant to pay and/or indemnify.

The Consultant awarded this proposal must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, minimum of \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence
- C. Professional liability Insurance, minimum of \$1,000,000 per claim/\$1,000,000 annual aggregate, when professional services are being provided
- D. Owner's, Contractors Protective Liability (OCP) \$1,000,000 per occurrence, when required by the Town of Enfield
- E. Excess Liability Umbrella over sections 8A – 8D with minimum limits \$1,000,000 per occurrence and \$1,000,000 general aggregate. The Town of Enfield reserves the right to request additional coverage contingent upon the scope of the engineering service required.
- F. Worker's Compensation, as required by Connecticut State statute.
- G. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability using forms CG2033 and CG2037 or similar forms and auto liability coverage.
- H. All insurance policies to include a waiver of subrogation in favor of the Town of Enfield except for claims, injuries, and loss arising out of the negligence of the Town, its employees or agents.
- I. All insurance policies to provide coverage on a primary & non-contributory basis.
- J. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- K. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".

### **9. Indemnification and Hold Harmless**

The Consultant shall defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of services hereunder, except for injuries and damages caused by the sole negligence of the Town.

### **10. Ethics and Conflict of Interest**

The Consultant shall comply with all applicable provisions of the Code of Ethics for Professional Engineers and Land Surveyors, Section 20-300-12 of the Regulations of

## **SAMPLE**

Connecticut State Agencies, included as Appendix C, and with all applicable requirements of Chapter 391 (sections 20-299 to 20-310) of the Connecticut General Statutes, Professional Engineers and Land Surveyors, and the regulations implementing this Chapter, Sections 20-300-1 to 20-300-15 of the Regulations of Connecticut State Agencies.

In order to avoid perceived or actual conflicts of interest, the Consultant shall disclose to the Town any known special personal or financial interests, beyond those applicable to the general public, of the Consultant, its employees, subconsultants, or subcontractors, regarding any matter that they are working on under this Contract. The Town will determine if a significant conflict of interest exists, and if necessary will assign the work to others to avoid the conflict of interest.

\*The Enfield Code of Ordinances prohibits Town officials and employees from accepting any gift that would not have been offered or given to him if he were not an official or employee. The Consultant, its employees, subconsultants, or subcontractors shall not give anything of substantial value to any Town officer or employee.

### **11. Events of Default and Remedies**

#### **11.1 Events of Default**

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- 11.1.1 If in the opinion of the Town, default shall have been made by the Consultant, its successors or assigns, in the performance or observance of any of the covenants, conditions or Contracts on the part of the Consultant set forth in this Contract; or
- 11.1.2 If in the opinion of the Town, the Consultant fails to deliver services by the dates agreed upon for any specific project and the Consultant has not received written approval from the Town for an extension to the agreed upon schedule; or
- 11.1.3 If any determination shall have been made by a competent authority such as, but not limited to, any authorized federal, state or local government official, or a certified public accountant, that the Consultant's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Consultant's performance of this Contract; or

## **SAMPLE**

- 11.1.4 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Consultant as bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Consultant under the federal bankruptcy laws, or any other similar applicable federal or state law.

### 11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the Town may elect to pursue any one or more of the following remedies, in any combination or sequence:

- 11.2.1 Take such action as it deems necessary, including, without limitation, reduction of payment or temporary withholding of payment;
- 11.2.2 Require the Consultant to pay Liquidated Damages in the amount of five hundred dollars (\$500), or one percent of the total compensation for the project on which it has contracted to work, whichever is less, per calendar day to the Town until the work is complete;
- 11.2.3 Suspend work under the Contract;
- 11.2.4 Require the Consultant to correct or cure such default to the satisfaction of the Town; and
- 11.2.5 Terminate this Contract for cause in accordance with Section 11 hereof.

The selection of any remedy shall not prevent or stop the Town from pursuing any other remedy and shall not constitute a waiver by the Town of any other right or remedy.

### 12. Termination of Contract

#### 12.1 Termination

“Termination”, for purposes of this Contract, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Consultant’s obligation to perform the services described in Section 1, Scope of Services, of this Contract, and the Town’s obligation, as described in Section 4, Compensation, of this Contract, to pay for such services.

# **SAMPLE**

## 12.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 10.1 hereof, the Town may terminate this Contract by giving five (5) days' written notice thereof to the Consultant.

## 12.3 Termination for Program Change

In the event the on-call engineering program shall be terminated or significantly changed, the Town may terminate this Contract by giving ten (10) days' written notice thereof to the Consultant.

## 12.4 Termination for Non-availability of Funds

In the event the Town shall not have funds available for this program, the Town may terminate this Contract by giving ten (10) days' written notice thereof to the Consultant.

## 12.5 Termination for Convenience

The Town may terminate this Contract for convenience at any time, and for any reason, or for no reason, by giving ten (10) days' prior written notice thereof to the Consultant.

## 12.6 Payment upon Termination

In the event this Contract is terminated as herein provided, the Town shall make full payment to the Consultant for all authorized services performed up to and including the date of termination.

## 13. Amendments

This Contract may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Consultant's duly authorized representative shall be \_\_\_\_\_, and the Town's duly authorize representative shall be the Managing Authority.

## **SAMPLE**

### 14. Establishment and Maintenance of Records

The Consultant agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the Town to the Consultant under this Contract. The Consultant agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract, including any renewal or extension, and for one full year following termination or expiration.

### 15. Audits

At any time during normal business hours, and as often as may be deemed necessary, the Consultant shall make available to the Town, for examination, all records with respect to all matters covered by this Contract.

### 16. Reports and Information

The Consultant shall furnish the Town with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the Town.

### 17. Non-Assignability

The Consultant shall not assign or transfer any interest in this Contract without prior written consent of the Town.

### 18. Severability

If any provision of this Contract is held invalid, the remainder of this Contract shall continue in full force and effect.

### 19. Cumulative Remedies

All rights and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other



## **SAMPLE**

right or remedy granted hereunder or permitted by law.

### 20. Governing Law

This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

### 21. Subconsultants and Subcontractors

Portions of this work may be subcontracted, provided that:

- 21.1 The Town shall give prior approval to such subcontract in writing.
- 21.2 All of the terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subconsultant(s) and subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Contract and all the terms, covenants, conditions and provisions hereof.
- 21.3 The Town shall not be liable for payment of any wages, materials, or other expenses of any subconsultants or subcontractors.

### 22. Gender/Number/Title

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Contract requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Contract, the title shall prevail.

### 23. Notices

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this contract, shall be deemed properly given if hand delivered or sent by United States mail, first class postage, to the following addresses:

## **SAMPLE**

As to the Town:

As to the Consultant:

(The Managing Authority designated

in Section 5 of this Contract)

820 Enfield Street

Enfield, CT 06082

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 24. Non-Waiver

Any failure by the Town or the Consultant to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Contract.

### 25. Delinquency in Obligations

The Consultant hereby agrees that throughout the period of the Contract, all taxes, debts, contractual obligations, and audit responsibilities owed to the Town shall be and shall remain current.

### 26. Ownership of Work Product

All work produced under this Contract shall be the property of the Town. The Consultant shall turn over to the Town all original documents and other work products upon completion or demand.

### 27. Entire Contract

This Contract, and its exhibits attached hereto and referenced herein, contain the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and Contracts, whether written or oral, between them respecting the written subject matter.

## **SAMPLE**

IN WITNESS THEREOF, the TOWN OF ENFIELD and the CONSULTANT have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **TOWN OF ENFIELD**

Reviewed:

\_\_\_\_\_

By: Jonathan Bilmes, P.E.

Title: Director, DPW

Approved:

\_\_\_\_\_

By:

Title: Town Manager

Witness:

\_\_\_\_\_

### **CONSULTANT**

Approved:

\_\_\_\_\_

Signature

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

Signature

Title: \_\_\_\_\_

**SAMPLE**

## APPENDIX A: HOURLY RATE FEE SCHEDULE

[illegible]

**SAMPLE**

## APPENDIX B: REIMBURSABLE EXPENSE FEE SCHEDULE

[illegible]